

## “SHARE4YOU” SERVICE AGREEMENT

This Agreement has been concluded by and between Forex4you and the respective Trader following the initial presentation of the Agreement via the Website and its acceptance thereafter via the execution of the definite actions, which affirm the Agreement to be binding for all the Parties involved. Simultaneously this Agreement is binding for the respective Leader who accepts it via the actions equal to the mentioned herein.

### TERMINOLOGY

**Service** - the entire service of Share4you developed and maintained by Forex4you, which is dedicated for mirroring by the Trader the Leader's Trading operations.

**Agreement** - the body of legal documentation (including any kind of the Service descriptions, other regulations or legal documents presented to Trader / Leader) related to the Service.

**Trader** - natural person or legal entity which applies the Service expressing direct intention to authorize Forex4you on behalf of the Trader to mirror the Trading operations performed by other customers of Forex4you within the Account of the Trader.

**Trading operations** - exact transactions, decisions and other actions within the Forex performed by the respective customer of Forex4you (Leader) chosen for mirroring by the Trader.

**Leader** – active customer of Forex4you who performs Trading operations chosen for mirroring by the Trader. Leader's history of Trading operations

is presented to the Trader by Forex4you via Website.

**Follower** – status of the Trader while using the Service which indicates that the Trader mirrors the respective Trading operations of the Leader and applies them to its Account.

**Watcher** – status of the Trader while using the Service which indicates that the Trader mirrors the respective Trading operations of the Leader but does not apply them to its Account.

**Website** – [www.share4you.org](http://www.share4you.org)

**Account** – respective Trader's or Leader's account in order to use the Service.

**Party/Parties** – respective party of current Agreement or respective parties together.

**Forex** – global, worldwide decentralized financial market for trading currencies.

**Capital** – the funds of the Trader devoted for trading Forex under the provisions of the Agreement.

## **1. SCOPE OF THE AGREEMENT**

- 1.1. Current Agreement (along with the other legal documentation and respective Service descriptions) describes, settles and regulates the legal relations between Forex4you and the Trader / the Leader during the provision and usage of Service.
- 1.2. The Service is developed by Forex4you in order to provide the possibility for the Trader to gain benefits from the Trading operations within Forex.
- 1.3. The Parties acknowledge the place of conclusion of the Agreement as the place of Forex4you incorporation.

## **2. LIABILITY DISCLAIMER**

- 2.1. Forex4you shall not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by Trader as a result of use of the Service, its software or content. Any operations performed by Trader (including choice of the Leader) are done at own risk and the Trader shall be solely responsible for any loss/ damage to any third parties if such occur.
- 2.2. The Leader shall not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by Trader as a result of use of the Service, its software or content. Any operations performed by Trader

(including choice of the Leader) are done at own risk and the Trader shall be solely responsible for any loss/ damage to any third parties if such occur.

- 2.3. The Trader accepts that during use of the Service mirroring delays may occur which are natural effects of IT software and its infrastructure involving global internet, data transmission between Leader and its Followers. The Trader accepts that during such suspension the overall Forex situation may change and result as unintended loss or profit for the Trader. In this case the Trader shall keep Forex4you and the Leader indemnified against any claims concerning any losses/ damages suffered, which means that Forex4you and the Leader hold no liability towards the Trader concerning the losses/ damages borne.

## **3. GENERAL PROVISIONS**

- 3.1. Status of Forex4you

3.1.1. Forex4you under the Agreement acts as separate Party, neither undertaking any powers delegated by Trader and/or Leader, nor acting as an agent or authorized representative of any Party. It is settled that Forex4you provides the Service solely as the result of its intellectual work, which combines technological, know-how and other solutions of Forex4you for Trader's benefits.

3.1.2. Forex4you guarantees that it has taken all the necessary and reasonable measures to identify the Leader, to collect the most accurate historical data on Leader, and guarantees that the information for the Trader set out within the Website contains a certain trade history of the Leader familiar to Forex4you.

3.1.3. Forex4you guarantees that it has not rearranged or distorted the Leader's data or any other data of the Leader upon which the Trader makes the decision to mirror the Trading operations with certain status – whether Watcher or Follower.

3.1.4. Forex4you guarantees that it shall maintain high standards of confidentiality towards the Trader and/or Leader according to the Forex4you's Privacy Policy.

3.1.5. Forex4you has been authorized by the Trader to organize all the appropriate technical and organizational conditions for the Trader to be capable to use the Service in the status of Follower or Watcher.

3.1.6. By this Agreement the Trader and the Leader acknowledge the exclusive status and rights of Forex4you, which result as Forex4you's unilateral ability to administer and moderate Leader's and Trader's Accounts, especially - names, graphics, images, texts and all other content included and related to the use of the Service; to suspend or terminate the Account

functionality if the Leader or the Trader violates or does not comply with best behavior principles in internet or acts unethically, especially if such actions offend legal rights of the third parties or threaten to result as reputation damage to Forex4you.

### 3.2. Status of the Trader

3.2.1. The Trader does not physically execute trading operations on the Forex. Instead of that the Trader mirrors the Trading operations of the Leader as Follower or Watcher.

3.2.2. The Trader unilaterally and by sole discretion chooses the Leader to mirror grounding on the Leader's historical data of the Trading operations presented via Website.

3.2.3. The Trader shall not deem the Service as investment advice.

3.2.4. The Follower within the Account has right to establish, modify and terminate his own order transactions regardless the use of the Service and actions of the Leader. In these cases the Trader falls under the respective provisions of legal documentation of Forex4you.

3.2.5. The Follower's personal data can be disclosed and accessible to public if the Follower issues permission of his personal data processing. Such permission shall be obtained if Follower fulfils certain

requirements set by Forex4you within his Account.

### 3.3. Status of the Leader

3.3.1. The Leader is customer of Forex4you who uses respective service of Forex4you and expresses the acceptance to become mirrored by the potential Traders.

3.3.2. The Leader does not provide investment advice service and is not employed by Forex4you. Forex4you has not entered into any legal relations with the Leader as investment advisor.

3.3.3. The Leader has accepted Forex4you's Privacy Policy as binding and allows the Forex4you to process the personal data of the Leader – especially the Trading operations and previous trading history for the purposes of the Service provision.

3.3.4. The Leader has authorized Forex4you to present his trading history to the potential Traders.

3.3.5. The Leader according to the conditions of the Agreement and upon his sole discretion may decide whether his Trading operations are being watched/ followed by the Traders. In this case as soon as the Leader activates Leader's Account he simultaneously acknowledges (gives permission of his personal data processing) that his personal data- history of the previously executed trading operations

within Forex– becomes public and accessible to every third party, including potential Traders.

3.3.6. The Leader is entitled to promote his status in public and demonstrate the total number of Followers and Watchers and other Leader's performance data.

3.3.7. The Leader shall always act upon the good faith protecting the interests of the Traders, directly dependent on the Leader's activities within the framework of the Agreement, by his best efforts.

## 4. THE OVERALL SERVICE DESCRIPTION

4.1. The Leader acts upon his own unbounded will and he is free to decide at his own sole discretion which Trading operations to execute. The Trader has no right to effect the Leader's decisions on the upcoming Trading operations and furthermore by this it has been settled that no legal relations between the Trader and the Leader exist.

4.2. The Leader has no right to monitor any Follower Accounts.

4.3. The Trader has right to set the maximum volume in lots at which the mirroring of the Trading operations are executed. Simultaneously the Trader acknowledges the fact that he has become acquainted with the Notice of Risk.

4.4. The Trader has been operating with the set of the IT tools

developed by Forex4you in order to maintain control on mirroring of the Trading operations during the use of the Service.

- 4.5. The Follower is charged for commission on each copied or directly opened trade according to published commissions list on Website.
- 4.6. The Leader according to the information published within the Website shall receive the remuneration.
- 4.7. Under the Agreement the Trader and the Leader authorize Forex4you to execute calculations of fees and remuneration, respectively.

## **5. LIMITATIONS TO THE PARTIES**

- 5.1. The limitation to the Leader
  - 5.1.1. The Leader is not allowed to execute the changes described within the Article 3.3.5 of the Agreement if the Trader holds status of the Follower.
- 5.2. The limitation to the Trader
  - 5.2.1. While operating as Watcher the Trader, the Account opening is not mandatory, but as the Trader starts operating as the Follower – he has to pass through the all of the registration requirements set by Forex4you.
- 5.3. Mutual limitations
  - 5.3.1. Either Trader or Leader may mutually suspend the

following/ watching activities as a result causing the situation that (a) upcoming Trading operations are not available to be mirrored for the Traders, (b) upcoming Trading operations do not apply to the Trader's Account.

5.3.2. Forex4you has unilateral right upon its sole discretion to terminate the provision of the Service to the Trader if reasonable and justified circumstances occur.

5.3.3. Forex4you has unilateral right upon its sole discretion to terminate and modify the status of the Leader towards the Traders if reasonable and justified circumstances occur.

5.3.4. Parties acknowledge that their ID verification process initiated by Forex4you may take place after the Party has qualified for certain requirements and policies defined by Forex4you. This process is obligatory for the Parties if Forex4you applies it individually towards any of them.

## **6. OBLIGATIONS AND RIGHTS OF THE PARTIES**

- 6.1. The Trader and the Leader agree that they shall:
  - 6.1.1. undertake all responsibility for compliance with legislation, including, but not limited to, currency, tax and other legislations of the country of residence, including full responsibility for commercial activity arising from the use of the Service;

- 6.1.2. provide true and accurate data to Forex4you;
- 6.1.3. acknowledge the meaning of terms and conditions of the Agreement;
- 6.1.4. fully understand the consequences of their actions.
- 6.2. The Parties certify that by no means they shall ever act under the influence of alcohol or drug intoxication. Parties must understand and manage their own behavior.
- 6.3. The Trader and the Leader agree that they shall not:
  - 6.3.1. undertake any liabilities or rights on behalf of Forex4you;
  - 6.3.2. use Forex4you or Share4you trademarks for any individual purposes;
  - 6.3.3. make any guarantees or any claims in connection with payments on behalf of Forex4you or Share4you or using the brand name and/or trademark of Forex4you or Share4you;
  - 6.3.4. perform any other actions that may cause any damage to Forex4you or raise any complaints against Forex4you from third parties.
- 6.4. Should as a result of the Trader's and / or Leader's failure to comply with the Agreement legal proceedings are initiated against the Forex4you, all losses suffered by the Forex4you shall be fully compensated by respective Party.

- 6.5. The Trader shall strictly refrain from trading Forex via method of mirroring the Trading operations, if possible losses/ damages might be unacceptable to the Trader and cause heavy personal financial difficulties.

## **7. GENERAL PRINCIPLES OF CAPITAL DEPOSIT / WITHDRAWAL**

- 7.1. All the transactions related to the deposit/ withdrawal of the Capital of the Trader must be executed following the indications of Forex4you displayed within the Website.
- 7.2. Besides the Article 7.1 of the Agreement the process of deposit/withdrawal of Capital is also organized in accordance with the procedures of Forex4you, described within other legal documentation/ services descriptions and other relevant information within the Website (for reference see the section "Terminology", term – "Agreement").

## **8. LIABILITY**

- 8.1. Under the Agreement Forex4you undertakes the obligation to adjudicate any reasonable complaint of the Party and issue any appropriate decision.
- 8.2. By no means is Forex4you liable towards any Party for any losses/damages incurred.
- 8.3. The Forex4you shall not be liable for any costs, losses or damages (direct, indirect, accidental, lost

profits, etc.) concerning the current Agreement and incurred by any of Parties.

## 9. RISK NOTICE

9.1. Forex4you does not guarantee profit. Positive trading results in the past do not guarantee positive trading results in the future.

9.2. The Trader understands and accepts possible financial losses such as direct losses or lost profit resulting from the follow

9.2.1. the risk that the Trader does not have qualification and knowledge for trading Forex and/or for choosing the Leader to mirror;

9.2.2. the risk that the Leader's actions and executed Trading operations may not meet Trader's interests;

9.2.3. the risk that the Trader may lose control over the Account;

9.2.4. the risk that third parties may gain access to Account;

9.2.5. the risks related to Force Majeure events such as natural disaster, military activities, strikes, riots, interruptions to the functionality of networks and other IT equipment, interruption of the electricity power, etc.;

9.2.6. the risk that the Trader and/or Leader may misunderstand or misinterpret the Agreement;

9.2.7. the risk of late notification to Forex4you of criminal, fraudulent or any other illegal actions with the Capital which are contrary to the conditions of the Agreement;

9.2.8. the risk of unforeseen delays when transferring Capital between Accounts or untimely execution of deposit/withdrawal requests;

9.2.9. the risk of unilateral change of the status by any of the Parties according to the Article 5.3.1 of the Agreement.

## 10. OTHER PROVISIONS

10.1. The Agreement commences from the moment it has been accepted by the respective Party.

10.2. The Parties acknowledge that the Forex4you has a right to introduce amendments to the provisions of the Agreement at any time having given the Party notification. Such amendments shall come into force and become binding for the Party from the date specified in the notification. ing risks:

10.3. By the conclusion of the Agreement the Leader simultaneously grants the permission to process its personal data by Forex4you and any third party for marketing purposes and promotion of the Service, including use of the data within charts, surveys, reports, IT software products, web apps, etc. developed by Forex4you and used by any third party.

- 10.4. Should one or more provisions of the Agreement become invalid, null and void by any reason, it shall not affect the validity of any other provision herein.
- 10.5. Lost profit claims will not be accepted for Forex4you adjudication.
- 10.6. The Parties do not compensate each other for moral damage.
- 10.7. UNIDROIT Principles of International Commercial Contracts 2010 govern the present Agreement.
- 10.8. All disputes arising from the present Agreement shall be resolved at LCIA (London Court of International Arbitration) in accordance with current arbitration rules.
- 10.9. In case of discrepancy between the Russian and English texts of the Agreement the Parties shall execute measures in order to identify the actual sense of appropriate conditions. In case of mismatch the English text prevails.